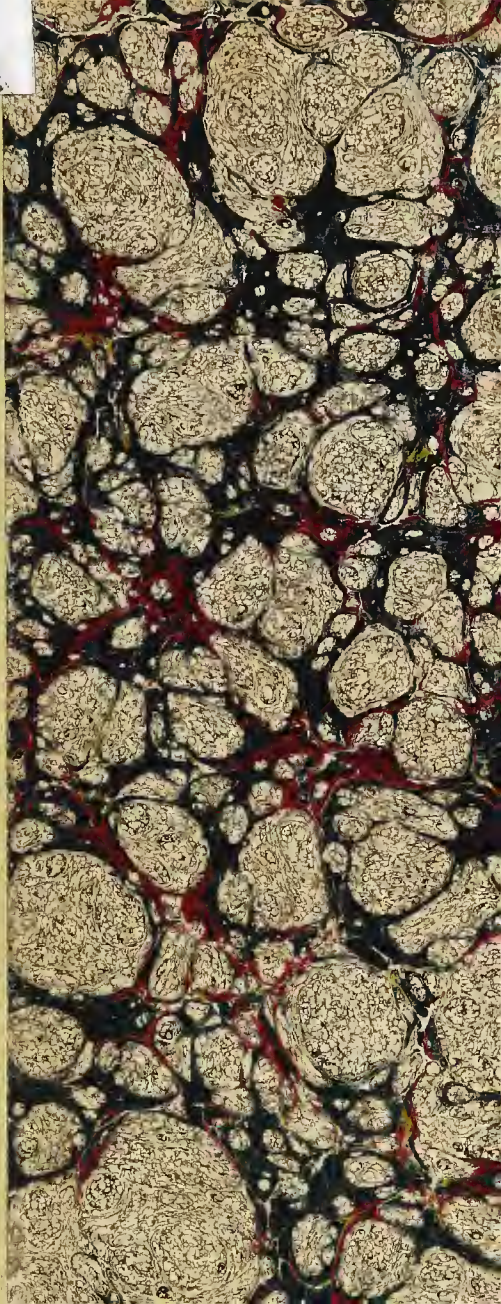


Atlantic and Ohio Telegraph Company.  
Charges by Brooks against Reid.



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# CHARGES

PREFERRED BY

MR. DAVID BROOKS,

Late Sup't. of the Atlantic and Ohio Telegraph Company,

AGAINST

JAMES D. REID, SUP'T.

HIS REPLY,

AND THE

REPORT OF THE COMMITTEE OF INVESTIGATION.

PITTSBURGH:

PRINTED BY W. S. HAVEN, CORNER OF MARKET AND SECOND STS.

1855.



## NOTE.

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I yield to a necessity in printing these proceedings, from which my personal feelings dissuade me and revolt. The wrong they exhibit, as intended me, has felt the bitter recoil of every desertion of truth. I would prefer the quiet endurance of the injuries heaped upon me, by one I have cherished these eight years but too kindly, to any public vindication, however triumphant.

But I am, in part, at least, the representative of important interests, whose care is my duty. If the disparagement of my character has any tendency to render these suspiciously insecure, defence becomes a necessity I must not evade. In a pursuit requiring the highest integrity in those connected with it, the loss of personal reputation is an injury to all, especially so when lost by him who both by name and position superintends its operations, and gives character to its history and uses.

Persuaded, moreover, that these charges had less in view the destruction of my personal reputation than, by that result, to disqualify me from suitably representing the true relations of the Atlantic & Ohio Telegraph Company, now so much needed, I more readily yield to the otherwise unpleasant necessity to which duty seems to lead me.

Denying, therefore, any desire of injury to my accuser, except as I may stamp his accusations with the falsehood which belongs to them, I leave these papers in the hands of those only whom they most concern. I have attended no meeting of the Board, or of either of the Committees appointed, and used no means of direct or indirect solicitation, either to accomplish my return to my present duties, or to effect the result of this investigation, except so far as to read the answer to the charges against me, hereafter recorded.

JAMES D. REID.





# DAVID BROOKS

VERSUS

# JAMES D. REID.

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At a meeting of the Directors of the Atlantic and Ohio Telegraph Company, held at their office in Philadelphia, Oct. 21, 1854, a Report was received from the Stockholders' committee, composed of Messrs. C. R. Keeney, R. C. Hale, and Wm. Heaton, in reference to the examination made by them of the annual Reports of the Treasurer and Superintendent.

This report had annexed thereto, but not acknowledged by the Committee, an enumeration of charges of a most serious character against James D. Reid, Superintendent, of such a nature as to render, if established, his connection with the Company improper and impossible.

The author of the charges being demanded, the Committee gave the name of Mr. David Brooks, the late Superintendent, which, Mr. Heaton has also stated, Mr. Brooks prepared in writing, over his own signature, and left with him, but subsequently destroyed. Whereupon, it was resolved to give the matter into the hands of a committee of investigation, before whom both parties might appear.

The President named George H. Hart, Wm. Darlington, and R. C. Hale, as the committee; but they declined serving.

Messrs. J. H. Berryhill, Allin Robinett, and A. C. Wilson, were thereupon elected to the duties of the investigation referred to.

The committee immediately placed in the hands of Mr. Reid the following enumeration of charges against him, requesting him to notify the committee when he was prepared to make answer.

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## CHARGES

*Preferred before Messrs. Keeney, Hale, and Heaton, a committee appointed by the Stockholders of the Atlantic and Ohio Telegraph Company, by Mr. David Brooks, late Superintendent, against James D. Reid, Superintendent.*

“While this committee have been engaged in this investigation, it has been charged against Mr. Reid :

“1. That he had used the Company’s funds for the purchase of stock in the line of Telegraph between Harrisburg and Baltimore.

“2. That he had received five hundred dollars from the Westchester Company for certain privileges granted by this Company, without placing said money to the credit of the Company.

“3. That he received from the people of Shippensburg, two hundred and fifty dollars for the consideration of granting a Telegraph station at that place, without properly accounting for the same.

“4-5. That he sold instruments belonging to this Company to the State and Pennsylvania Rail Roads, without

placing the funds received for the same to the credit of this Company.

“6. That he had undertaken to build the line of Telegraph between Lewistown and Hollidaysburg by contract, receiving the stock of this Company in payment, and had allowed many of the bills for wire, insulation, poles and labor, to be brought into the current expenses, as repairs, thereby decreasing the earnings of this Company.

“7. Also, that he received from the newspapers at Pittsburgh, the tolls for news through the wires, without having said money credited in the receipts of the Pittsburgh office.

“The committee entertained an impression, that under the motion and reference of the reports and statements to the committee, that they were fully authorized to investigate the whole matter and manner of conducting the business previous to the date of their appointment; but on reference to the records of the proceedings as made by Mr. Reid, Secretary of the meeting, the committee differ in opinion as to their authority to investigate. They, therefore, state the foregoing charges as offered before them, and respectfully recommend the early attention of either the Board of Directors or Stockholders, to a more minute investigation of the whole business as heretofore conducted.”

On the 27th, the committee received the following note from Mr. Reid :

*Philadelphia, Oct. 27, 1854.*

J. H. BERRYHILL, Esq. Chairman, &c.

Sir : I am ready to meet the committee in relation to the charges preferred against me by Mr. Brooks, and request that he be present, and the meeting be held as early as may be convenient to all parties.

Your obedient servant,

JAMES D. REID.

## NOTIFICATION TO MR. BROOKS.

(By Telegraph.)

*Philadelphia, Nov. 1, 1854.*

JOHN H. BERRYHILL, Esq. Harrisburg.

Mr. Brooks has gone up in the cars, and will likely be in Harrisburg about noon. Please see him and notify him of the meeting at such an hour on Thursday evening, at the Washington House, Philadelphia, as you prefer. We would appoint the meeting at Harrisburg, but do not wish to cause Mr. Brooks inconvenience.

ALLIN ROBINETT.

*Harrisburg, Nov. 1, 1854.*

DAVID BROOKS, Esq. Altoona.

The committee appointed to investigate the charges you have preferred, have appointed Thursday evening, seven P. M., Washington House, Philadelphia, for hearing.

JOHN H. BERRYHILL, *Chm'n.**Altoona, Nov. 1, 1854.*

J. H. BERRYHILL, Esq. Chair'n. Harrisburg.

It will be impossible for me to be there, without riding all night, which I dislike to do.

D. BROOKS.

## SECOND MESSAGE.

*Wilmore Station, Nov. 1st, 1854.*

J. H. BERRYHILL, Harrisburg.

It will be very inconvenient for me to meet the Committee to-morrow; next week, or the week after, will suit me better.

D. BROOKS.

## SECOND APPOINTMENT.

*Philadelphia, Nov. 2, 1854.*

DAVID BROOKS, Esq. Pittsburgh.

The meeting has been postponed to Monday evening, November 6th, at the Washington House, Philadelphia, at half-past seven, P. M. this being for your convenience and to permit your attendance.

ALLIN ROBINETT.

Mr. Brooks having signified that it would be inconvenient for him to attend at that time, he was requested by Mr. Berryhill to name an evening when he could certainly meet the committee. To which Mr. Brooks replied :

*Pittsburgh, Nov. 2, 1854.*

J. H. BERRYHILL, Esq. Harrisburg.

Friday evening, Nov. 10th.

DAVID BROOKS.

It will be readily seen by these despatches that Mr. Brooks recognized himself as my accuser, and the author of the charges presented to the Board, merely objecting to the dates of the appointments of the committee, and asking delay.

The members of the committee were therefore notified of a meeting on Friday evening, November 10th, at the Washington House, Philadelphia.

On Saturday, Nov. 4th, Mr. Brooks left with Mr. Berryhill, the following letter :

*Harrisburg, Nov. 4, 1854.*

MESSRS. ROBINETT, WILSON, AND BERRYHILL, Com. &amp;c.

Gentlemen : I decline appearing before you in support of the charges preferred against the former Superintendent, and in doing so will briefly state my reasons.

A committee was appointed at the last annual Stockholders' meeting to investigate matters contained in my report as Superintendent of the A. & O. Telegraph Co. Before this committee, certain information was given *by others* which led to some of the charges specified, for which I did not consider myself responsible. I called upon Mr. Heaton immediately prior to the report of the committee, and he agreed with me that the charges appended to their report should be dropped. I was surprised when I found them presented in my name, never having contemplated that I should be named as one presenting charges for a formal investigation.

Under such circumstances I respectfully decline appearing.

Yours, &c.

DAVID BROOKS.

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#### EXTRACT FROM THE MINUTES.

"The committee further submitted certain charges made to them by David Brooks, affecting the former Superintendent of the Company, which, on motion of Mr. Darlington, was referred to a committee of three, to be appointed by the President."

The committee thus formally presented Mr. Brooks as the author, and only author of the accusations related. If the *other* authors could have been named, Mr. Brooks owed it to himself to state who they were.

It is curious to notice that by an agreement between Mr. Brooks and a member of the committee, "just before presentation," the charges were to be dropped. How could such an agreement be made except between principals? Does Mr. Brooks not see how clearly he has labeled himself the father of his children?

It is a humiliating acknowledgment that Mr. Brooks, while

finding a *conscientious* pleasure in spreading before all he could reach, *secretly*, the story of my alleged infamy, and purchasing friends with my reputation, shies like an insulted maiden at the idea of becoming my public accuser, and cowardly casts on "others" what he parented in secret.

With this letter before them, the committee felt that their work had ceased. I was informed, however, that they would meet, and although they had no accuser to confront me, and had therefore no charges to prefer, I was at liberty to present any statement I thought proper before them at that time. My answer having been prepared, I read to the gentlemen of the committee the following statement.

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## REPLY OF JAMES D. REID.

*To the Committee of the Atlantic and Ohio Telegraph Company, appointed to investigate charges against me, by David Brooks, Esq.*

GENTLEMEN : The charges preferred against me are without signature, and not even attested by the members of the Committee through which they are said to have been presented. They are written, also, in the handwriting of a man whom I have had once to discharge, and recently to degrade, the association of whose name and labor in this matter renders reply more revolting. Mr. Hale, of the Committee referred to, having, however, formally presented the name of Mr. David Brooks as the author of the charges enumerated, and it being well known that Mr. Brooks did, on one or more occasions, write out these charges for Mr. Heaton, another member of the same Committee, affixing his signature thereto, I am somewhat relieved from combating an accusation which seemed to have no accuser.

The authorship, however, of Mr. Brooks, has, unfortunately, too many witnesses to permit any denial from any source. The accusations now presented have been retailed wherever your Company had a stockholder, or I a friend. Not only so, but charges of a grosser nature have been whispered into the ears of those to whom I was comparatively unknown. I am, therefore, but too glad to meet this investigation, regretting only that my accuser has not the nobleness to meet me face to face, and that the Committee is not composed of those who opposed my return to my former duties among you. My defence rests only in a thorough examination of every thing, back to the first hour of my appointment, in October, 1845, through the whole records of which I challenge the most patient and scrutinizing research. All I ask at your hands is, such a scrutiny as will render my connection with your interests, not one of suspicion, but of confidence, based on the evidences you may discover of my correctness and integrity.

The charge which, of all the others, is that in which I find most difficulty in rendering a suitable reply, is to the inference, which must be made from the language employed, that I have falsified the records of your late annual meeting, of which I was secretary, in order to prevent an investigation, such as that in which you are now engaged.

To such an accusation I can only say that I believe the record as made by me to be strictly correct. General Simon Cameron, who sat by my side, moved the resolution of the reference of Mr. Brooks' report, with my objections, to the Committee on the accounts of the Treasurer. I could not have been deceived in the language employed. I asked the resolutions to be handed to me in writing, but was overruled by the Chairman. That an investigation like this was intended, I never dreamed. My objections to Mr. Brooks' report, made on that occasion, were purely in reference to facts of business and their relative value. His statements were incorrect and injuri-



ous, and I demanded an examination of the record. For this purpose that Committee was elected, and no other. The investigation of my own affairs would have been as welcome to me then as now. But in the absence of any allusion to them by any one present, and hearing nothing but General Cameron's motion, I made no other record.

As a single instance of the incorrectness of Mr. Brooks' report, I give the following extract therefrom :

"By a statement from Mr. George C. Penniman, I learn that the Baltimore business for the three months previous to the surrender of his line from Harrisburg to Baltimore, after deducting rent of line, amounted to \$2062.45, or something over \$8000 per annum. This is but one item which has been surrendered for the New Orleans business, which, from all data at hand, cannot be put at a higher figure than \$5000 per annum to the credit of the united lines."

It is a curious circumstance in such a presentment as this, that the evidence should be taken from a gentleman who had no connection whatever with the business at the period named. How does Mr. Penniman come to know of the value of our Baltimore business? He was connected in no respect or capacity in its transactions. He had no books of entry from which to give data. The reports of that line were your own, and are now, as then, in your own possession. And what do they exhibit? Here is a copy of the Treasurer's account with the Baltimore office during the last quarter of its possession by you :

BALTIMORE OFFICE.—J. H. LARCOMBE, MANAGER.

DR.		CR.	
1852.		1852.	
July 31. To July bal.	\$29.82	Sep. 30. By deficit for Sep., the	
Aug. 31. " Aug. "	55.18	expenses exceeding	
		receipts . . .	\$69.35
		Bal. to cash, for qr.	15.65
	<hr/>		<hr/>
	\$85.00		\$85.00

Thus a cash balance of \$15.65, with a rent to be paid at the rate of \$1720 per annum, *in addition*, is produced in the form of a business yielding you over \$8000 per annum, and that, too, after paying the rent !

Nor was the value of the New Orleans line business less grossly misrepresented. To show this, I have the sworn statements of your own managers and book-keepers, showing its utter partiality and perversion of truth. The whole report, except in minor detail of incidental facts of the condition of the line, was the grossest libel on business correctness I had ever heard. And as a representation of contracts of the utmost importance to you, in which have been engaged some of the finest business minds among you and your western associates, it was bereft of every courtesy which commercial life, when honorably conducted, claims as its most valuable characteristic.

Casting aside, however, all considerations respecting business, the Chairman of the newly appointed Committee, Mr. Caleb R. Keeney, seemed to regard *me* and my antecedents as the immediate subject of his official care. The parties present at the annual meeting can bear testimony that in all I said on that occasion, I treated no one with incivility ; my contest being against figures and not with men. Scarcely, however, had the meeting adjourned, and before I had time to gather the records together, before Mr. Keeney came and addressed me in terms of the most marked insult : " Mr. Reid," said he, " I wish you to understand that I am now opposed to you, and intend to be so henceforth"—at the same time handing me a copy of a confidential letter of mine to a friend, which I now read to you, the original of which I have the strongest proof to show was obtained surreptitiously by Mr. Brooks, and thus made use of to insult and harass me. I need not say that such a commencement to the labors of a business Committee surprised and annoyed me. I was

willing, at any time, to meet the personal attacks since directed against me; but did not dream that there were men so cowardly, connected with the Atlantic and Ohio Telegraph Company, as to use the weapons of personal warfare under an appointment of a purely business character.

In the meantime, however, Mr. Brooks commenced afresh the bitter warfare now brought to its culmination. My election was represented as fraudulent, and the officers of the Pennsylvania Rail Road Company, and many others, with whom it was your interest that your Superintendent should be on terms of confidence, if not cordiality, informed of my fraudulent practices, and the boast made to them, and in your own offices, that I would soon find it so hot that "I would be glad to crab out." And thus, as the agent of the chairman of an investigating committee, has Mr. Brooks been employed for the past three months, not in elucidating the sources of your prosperity, or fairly canvassing the merits of existing arrangements, but in traducing me, and, upon the plea of his contemplated removal to Texas, winnowing scraps of scandal to strengthen my reproach.

Thus circumstanced, how could I meet such a committee to accomplish the true object of their appointment? I could not do it. I had it in my power to give them valuable information—information the Company needed—needed as much now as then. But I could not volunteer it, and hence the committee, though holding its meetings in the same room with me, reported without reference to me. This I regretted. Not that I had been insulted. I could bear that. But I regretted to see an *ex parte* council. I saw that no useful result could follow its deliberations. And thus I waited from week to week, experiencing the most painful humiliation, with the hope only that the truth would find both her time and vindication.

This crusade against me commenced shortly after my resignation in 1853. My resignation was not accepted for several

weeks. These charges, first made then, were evidently brought up to hasten its acceptance. Dr. Pettit was the committee who held the acceptance of my resignation in charge, and it is a remarkable fact, which Mr. Brooks himself has inadvertently confessed, *that my private and confidential letters to Mr. Jackson Duncan, which he solemnly denies having ever given into any man's possession, were found among Dr. Pettit's papers, after his death, and given, or rather returned, by his executor, to Mr. Brooks.* Why were these returned to Mr. Brooks? How was he owner of my most private correspondence? Who cannot see the reason of such a course? On Dr. Pettit depended the acceptance of my resignation. Letters of mine, stolen from my friend, containing expressions which could be twisted to my injury, were put in his possession. Other charges were added to estrange his mind from me. At last, Mr. Brooks' desire was gratified. My resignation was accepted and he appointed. And at an annual meeting, convened for business purposes, a year afterwards, I find these confidential papers in Mr. Keeney's hands for a like purpose—copies of them handed to me in token of insult and contempt—and a man appointed to examine and decide upon the value of contracts, requiring much time and labor to comprehend, and of the most vital importance to you, thus degrading his office and duties, by a malignant and unprovoked attack on me.

I must be allowed to refer to these matters briefly, as they illustrate the meaning of much, otherwise obscure. I think it due to myself to show that the committee who have recently reported to you respecting your business arrangements received no information from me, even though I was the accuser, and my statements were essential to a fair and intelligent report. Mr. Brooks was present at nearly every meeting, and had the full benefit both of my crippled reputation and his personal influence. Thus has a Superintendent's report, full of the wildest and falsest statements, been received and accepted, while the

Company remain blinded to its true interests for want of the truth. My own statement, prepared with much care and labor, exhibiting your true circumstances, under oath, still lies within my desk unasked for, but ready, whenever the Company chooses to know its own history and the bearing of arrangements which, to my own mind, are deeply connected with its future prosperity.

I disclaim in all this any disparagement of Messrs. Hale and Heaton. Deeply imbued, as their minds evidently were, with the idea that great wrongs or serious faults had been committed chiefly through me, I could not expect the cordiality or the consideration which, under other circumstances, would have been due to me, but which I have not claimed. Their report on the Superintendent's statements respecting the business of the Company, I have not yet seen.

I have taken this latitude in referring to matters deeply hurtful to my own feelings, because I believe it will not be denied me under the circumstances. These things have a legitimate connection with your present investigation, inasmuch as I hold that the assault on my integrity by charges which must have been known to the accuser to be false, were intended to impair my influence in the representation of the affairs of the company, and to prevent my election. It has succeeded so far as the former is concerned, failing only in the latter. My election was of minor importance. I came to Philadelphia on no such errand. I asked no man for his vote. I maligned no one. Mr. Brooks elected me by the industrious malignity produced in part by my arrival, which revealed to his former friends the character of his purposes. Otherwise he would have been your officer to-day, and these charges left to sleep until another contest warmed them into new life. Up to this hour I have used no effort to hinder the progress of these attempts upon my reputation, and now I will frankly and fully answer, *seriatim*, the accusations preferred against

me, leaving the merits of my reply to your own intelligent examination.

To the first of these charges, viz: That I have used the revenues of the Company to purchase stock of the Harrisburg and Baltimore Telegraph line, I answer:

The implication made by the accusation is, that this stock was purchased from your revenues for my personal use and possession. To a stranger it could have no other meaning. And this is the effect intended to be conveyed to the Board.

Had Mr. Brooks intended to dispute the policy by which stock had been purchased by me as an officer of the Company for its use and purposes, other language would have been employed. When it is known that the whole circumstances of the case were familiar to him, and almost to every man on the line at the time of the purchase complained of, the mode of presentment will be regarded by all who shall see it as only malicious. The purchase, if by that name it should be called, was a transaction openly done, never concealed, and duly represented by me to the meeting of Stockholders, in 1852, and to the Pittsburgh Directors before and immediately after it came into the possession of the Company.

The occasion of the purchase was as follows:

Sometime in 1849 or 1850, the Atlantic and Ohio Telegraph Company leased the American Telegraph Company's line between Harrisburg and Baltimore for a term of years, to enable you to secure greater attention to that part of your business with the West. The business, as might have been expected, was at first inconsiderable, and I endeavored by every honorable means to increase it. We had secured a good location, an excellent and upright manager, Mr. J. H. Larcombe, now of the Pennsylvania R. R. Co's. office, in Altoona, and endeavored to recommend the new connection by promptitude and attention.

Col. France, of Baltimore, had transacted his western business by the Western Telegraph Company, a rival line, in which I understood him to have been, to some considerable extent, a Stockholder. His business was large and uniform, and yielded a steady revenue to that Company of twelve or fifteen hundred dollars per annum. Col. France, in fact, nearly paid the whole expenses of the office of the Western Telegraph Company at Baltimore, and I had often expressed the desire to secure it, although I was unwilling to obtain it by underbidding, or by any dishonorable means.

In the fall of 1850, however, an offer was made by Col. France to both Companies, to the following effect: "My business is worth one hundred dollars per month. I hold ten shares of stock of the American Telegraph Company. I will give my whole business to the Company who will purchase that stock at a valuation, I to receive payment in telegraph despatches, and my business to be continued exclusively by the line accepting this offer, after the payment of the stock."

To prove that such was the true nature of this transaction, I offer the following statement of Col. France to the committee.

#### COL. FRANCE'S STATEMENT.

TO MESSRS. BERRYHILL, ROBINETT, AND WILSON,

*Committee of the Atlantic & Ohio Telegraph Co.*

Gentlemen: The circumstances relating to the sale of ten shares of stock of the American Telegraph Co. by me to your company, through Mr. Reid, your Superintendent, were these.

Having the management of business which required the daily use of the Telegraph lines to the West, at a cost of about twelve hundred dollars per annum, I proposed to give my whole business to the line which would accept at a given price ten shares of stock I held in the Company named above, to be paid by the transmission of despatches, after which my business was to be continued exclusively by the Company, accepting this offer.

Both the Western and your Company accepted this offer, but I gave your Company the preference, and placed my stock with Mr. George C. Penniman, the Treasurer of the Company, subject to the orders of the Atlantic and Ohio Telegraph Company as soon as paid for as agreed.

In the prosecution of my business the stock was duly paid for, and I continued to give your Company my whole business until your office in Baltimore was closed.

RICHARD FRANCE.

*Baltimore, Md., Oct. 25, 1854.*

Witness to the signature of R. France—F. MORRIS.

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In further confirmation of the facts already related, Mr. Penniman sends the following :

“ I have read the above statement by Col. R. France, of this city, and know the facts therein stated to be correct. The stock was placed in my hands as stated, and so remained until the nineteenth day of October, 1854, subject to the orders of any duly qualified officer of the Atlantic and Ohio Telegraph Company, when it was transferred to your President, whose receipt I have therefor.

GEO. C. PENNIMAN,

*Treasurer American Telegraph Co.*

Witness—J. E. P. BOULDEN.

*Baltimore, Md., Oct. 25, 1854.*

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#### COPY OF RECEIPT.

*Philadelphia, Oct. 23, 1854.*

GEO. C. PENNIMAN, Esq. Treasurer, &c., Baltimore.

Dear Sir : I hereby acknowledge receipt of your favor of the 19th inst., enclosing ten shares stock of the American Telegraph Company, transferred to me as President of the Atlantic and Ohio Telegraph Company.

Your obedient servant,

ALLIN ROBINETT,

*President A. & O. Telegraph Co.*



The following also, from Mr. Larcombe, the manager of the Baltimore office, will close the proof of an arrangement, which Mr. Brooks does not need to convince him, was honorably made and carried out, but for the more complete satisfaction of the committee.

STATEMENT OF J. H. LARCOMBE.

*Altoona, Oct. 27, 1854.*

ALLIN ROBINETT, Esq., Pres't. A. & O. Telegraph Co.

Dear Sir : The ten shares of stock of the American Telegraph Company, respecting which inquiry is made of me, were procured from Col. France, of Baltimore, in pursuance of a contract made with him by Mr. Reid, the terms of which were as appeared by the despatches respecting it, which I personally received and transmitted.

1. Col. France's exclusive business, which was equal to about one hundred dollars per month.

2. That the ten shares of stock at a valuation should be received as payment until his business covered that amount, the stock then to be transferred to Atlantic and Ohio Telegraph Company.

This agreement was faithfully carried out—Col. France giving his entire western business to your Company, until your office at Baltimore was closed, and the stock placed in the hands of Mr. Penniman, the Treasurer of the American Telegraph Company, for transfer to the Atlantic and Ohio Telegraph Company.

Respectfully,

J. H. LARCOMBE,  
*Late Manager Baltimore Office.*

While the stock thus lay in Mr. Penniman's hands, four dividends were declared—three of thirty, and one of twenty-five dollars, for all of which, except the last, I have duly

accounted for to the Company. The last dividend was paid to Mr. J. K. Mingle, the former Superintendent of the Western Telegraph Company; but I have no item in my records by which to show how it came to be collected by him, or whether it was paid over to you. Should any error be found in relation thereto, it can readily be corrected; but Mr. Mingle's absence in the South prevents my examination of it. It was probably used in some of the settlements with the Western Telegraph Company, but never, to my knowledge, passed through my hands.

I do not deem it necessary to say more in relation to this matter, than simply to give my reasons for accepting Col. France's offer.

1. It gave us for five hundred dollars, paid in telegraphing, a thousand dollars worth of stock paying six per cent.

2. It secured to us a business, after the first five or six months, of a sufficient amount to nearly cover the entire expense of the office service at Baltimore.

3. It gave us a voice in the direction of the Line's affairs. By the good will occasioned by this arrangement at Baltimore, the same business is now given to the Company at Philadelphia on a contract at one hundred and ten dollars per month. This last arrangement was made by Mr. C. T. Miller, your book-keeper, while the agent of Col. France states that Mr. Brooks came to him after the contract was closed, and told him that had he come to him, he would have had it done for one hundred dollars per month, or ten dollars less.

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#### STATEMENT OF JOSHUA HANNA.

*To the Committee of Investigation of the A. & O. Tel. Co.*

The arrangements made by Mr. Reid with Col. France, by which the Atlantic & Ohio Telegraph Company became possessed of stock in the American Telegraph Company, and by which a business yielding a considerable

revenue was secured in addition, was presented to Thomas Bakewell, Esq. and myself, at the time, and entered into with a distinct understanding, on our part, of its merits. The necessity of acting immediately in the case prevented its reference to the Board, but the facts respecting it were duly reported at the annual meeting succeeding, by Mr. Reid, and the possession of the stock, and how acquired, duly announced.

JOSHUA HANNA.

.. *Pittsburgh, Nov. 2d, 1854.*

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To the SECOND CHARGE, that I had taken advantage of my official position to tax the citizens of Westchester five hundred dollars for the right of connection with your Company, without accounting to you therefor, I answer :

It has been well said by a member of the Board, that could this charge be sustained, I could not consistently remain connected with the Line. I add to such a statement, that were I not satisfied of its utter falsehood and baseness, I would never have accepted my recent election. Mr. Brooks knows as well as any man living, that I made no such trade of conscience for plunder, and the gentlemen then in your office knew distinctly the whole facts in the case, and which I now relate.

Several requests had been made at different times, by gentlemen from Westchester, that a telegraphic connection should be formed with that town. That the contract for the construction of your line permitted such a connection of your wires, I did not entertain a doubt. Westchester was only a few miles from the route of our line, not over four from the nearest point. The intermediate points of connection were specified by the contract with the patentees to be Harrisburg, Pittsburgh, Wheeling, &c. The other intermediate connections were left discretionary. I regarded the town of Westchester as strictly

within the purview of this contract. Had the Company assumed this right, the line would probably have been built under some distinct consideration, by the Atlantic and Ohio Telegraph Company.

Your President, General Moorhead, objected. He did not deny the question of right, but refused to assent to anything which might farther complicate the relation of the Company with the Patentees. He assented, however, to my construction of the line as a distinct work, under an arrangement with Mr. Kendall in reference to the Patent. This I undertook to secure, and build the line on my own account.

In undertaking this, however, I found another Richmond in the field, in the person of Mr. J. H. Painter, who had made some progress in procuring subscriptions for the same purpose.

I need not say here that I did not undertake to build a line of telegraph for the people of Westchester for the mere pleasure of doing so, or for any glory attending such an achievement. Of both such kinds of remuneration I had had a surfeit. My object in building the Westchester line was alike to meet the wishes of its citizens, and from them to receive a suitable reward for my labor.

When, therefore, Mr. Painter asked me to give the work to him, I declined, for the reason stated. I had no idea of the *amount* of profit to be made by the work, but I declined giving up the prospect of making *any*.

Thereupon, Mr. Painter made me an offer of five hundred dollars, less the cost of material furnished, to surrender my undertaking to him, which I, on the principle that a bird in the hand is worth two in the bush, and reflecting that there might be more in the hand than in the bush, accepted, pocketed, and spent. This is the simple truth in relation to the whole matter.

In the letter of Mr. Painter, which follows, allusion is had to the securing a connection with your line in so close a con-

nection with the giving up of the work of construction, as to need an explanation.

The Westchester line is like no other side line in the United States. It commences in Westchester, but ends nowhere. That is, it ends at a point on your line where there is no town, and is connected directly with your wires by bringing two wires from Westchester, thus throwing Westchester into what is called, in telegraphic parlance, the main circuit. Could the right to so connect not be obtained, of course the line could not have been built.

With such an explanation, an ingenuous mind can readily see the necessity for the qualifying phrase appearing as it does. Mr. Painter knew, as I did when I undertook the work, that unless the Atlantic and Ohio Telegraph Company gave permission to connect on the same terms as was usual with side lines elsewhere, neither he nor I could have dreamed of constructing it. I had already received Mr. Moorhead's assent to such an equitable arrangement, which is embodied in the article by which the terms of connection are defined as delivered to Mr. Painter. In that article there is no allusion to a cash consideration, but only to legitimate equivalents natural to such an agreement. If the people of Westchester were mulcted five hundred dollars for the advantages of a connection, how is it that a conveyance was accepted in which no such consideration appears? Are the people of Westchester greener than all the world beside?

Unfortunately, however, the very necessity of the qualifying phrase referred to, is assumed as the argument by which gross corruption is proved. And by thus deciding, I am proved the veriest fool that ever lived, giving away *for nothing* my prospective profits, and materials which cost me money, to make my gift the more acceptable, while charging for that which was not mine to bestow!

When, therefore, Mr. Painter, says : “ I will give you five hundred dollars for surrendering the work to me, providing materials, &c., “ if the Atlantic and Ohio Telegraph Company will give a connection on the terms of the Columbia line,” he said what he could not avoid saying, inasmuch as the one without the other was useless. Mr. Brooks himself, with a sagacity peculiar to his race, would scarcely even buy a mule without learning its powers of locomotion and wind, much less a line without a terminns, and the ability to give which depended upon another party.

It is curious to note the date of the accusation thus made. In July, 1853, as I have before stated, I resigned my superintendency. Mr. Brooks and I were then apparently as loving as brothers, and would have so continued, had my resignation been at once accepted. But the Board were unwilling to let me go. Dr. Pettit, than whom a clearer head never entered your Board, insisted upon my remaining ; and when I assured him I was bound to the step I had taken, told me that his wish was, that as soon as I could release myself from the south, he was for uniting the Presidency and Superintendent in me. But I went away. My resignation was still unaccepted, a fact the strongest I can render of my acceptance with the Board. But with my departure commenced this charge, cautiously and ingeniously made, until in August, the month following, so irritated did Mr. Cummings, your Treasurer, become with such serious charges against me, that he requested Mr. Painter to give him the facts of the case, and, as I have reason to believe, wrote also to the President of the Company to learn his views of my integrity. All this occurred while I was in the far South, unconscious of any of the operations then at work.

## MR. PAINTER'S STATEMENT.

*Philadelphia, Aug. 9, 1853.*

A. B. CUMMINGS, Esq.

Dear Sir : From some intimations and questions that have been made known to me, I am led to believe that a wrong impression exists in relation to certain monies paid by me to J. D. Reid, Esq., your Superintendent.

In the summer of 1851, I had an interview with Mr. Reid upon the subject of connecting the borough of Westchester with the Atlantic and Ohio line of Telegraph. He remarked upon this occasion, that he had had in contemplation such a line himself, and had received applications of a similar nature from other parties.

After this, in order to obtain the work for myself, I agreed, in consideration that he would give up the work of construction to me, and let me erect the line, supply certain materials, &c., and if the Atlantic and Ohio Company would secure to me the terms of connection granted to the Columbia line, I would pay him the sum of five hundred dollars. There was no idea expressed or understood that the money thus paid or any part thereof was due to the Atlantic and Ohio Telegraph Company, but only to himself for surrendering to me the work of construction, and his prospective profits therein, as already stated.

The article guaranteeing the connection to myself and associates was executed by the President of the Company, specifying, as I believe, the same terms given to the Columbia line, and commonly granted to short side lines like mine, giving each line the right to retain, under certain restrictions, the tariff collected to go over both.

The five hundred dollars was paid to Mr. Reid in the presence of all the occupants of the office.

I regret that any misunderstanding should exist in relation thereto, as the whole transaction was public, open, and honorable.

Most respectfully,  
Yours, &c.

J. H. PAINTER.

It is a source of satisfaction to me to find that the truth has been so clearly stated by a gentleman who had no motive to make it lean in my favor, but the love of truth, done too in my absence and without my knowledge.

To this is added the letter of General Moorhead, your former President, which, though expressing sentiments towards me of the most genuine confidence and esteem, the result of a long intimate and personal knowledge of me, and worded in language of characteristic warmth, I am compelled to use in elucidating this matter :

*Pittsburgh, Oct. 25, 1854.*

ALLIN ROBINETT, Esq., President, &c.

Dear Sir : With regard to the construction of the Westchester line, my recollection is not now very distinct. This, however, I do remember, that Mr. Reid informed me he was going to erect it under contract with the people of Westchester, and that he would arrange with the patentees about the right.

I was very careful that we, as a company, should not go beyond the letter of our O'Reilly contract, but could see no objection to Mr. Reid doing it on his own account, and was glad that he should make something out of his skill and capacity as a telegrapher and constructor of lines. I also agreed that the line should connect with ours, on the same terms of other side lines.

I learned afterwards that another party had the construction of the line in contemplation, and had given Mr. Reid five hundred



dollars to relinquish to him all his arrangements with regard to it, which he informed me he had done.

I supposed then, and believe now, that this was a matter of contract between Reid and Painter, and cannot, for the life of me, see what the Atlantic and Ohio Telegraph Company have to do with it. Mr. Reid, I knew, had involved himself in his untiring efforts to procure Western and Southern connections to make our line productive, and if he could turn his knowledge and skill *in his profession* to account, I was pleased to learn it, and hope he has, as I think he is, entitled to the good wishes of his numerous friends.

Respectfully yours,

J. K. MOORHEAD.

If these statements cannot convince the Board of the purity of my course in this affair, nothing that I can add to them will be more successful. The application for the Patent I did not make, presuming that Mr. Painter would give that his suitable attention, his offer making my application unnecessary.

To the THIRD CHARGE, that I received two hundred and fifty dollars from the citizens of Shippensburg for opening an office there, without accounting therefor to the Company, I answer:

Nothing can be more outrageous than a charge like this, knowing as Mr. Brooks does all the facts in the case.

The line between Harrisburg and Chambersburg had become much decayed, needed considerable repair, and, at least in part, to be rebuilt. Mr. Brooks was sent by me along the route to inspect it, and also to see upon what terms a contract for poles could be procured. This he did, and duly reported.

I was unwilling to make a large contract, but wrote to Mr. Brooks, that if a contract could be made, by which poles could be paid for at the rate of fifty dollars per month, they might be secured at the prices named.

Instead of this, however, a contract was made without the provision for payment, contemplated by me, as follows :

1016 poles at 62½ cents,	.	-	\$635.00
25 long poles at \$1.12½ cents,	-	-	28.12
			<hr/>
Total,	-	-	\$663.12

These poles had lain some time unpaid for, when I directed Mr. Jackson Duncan, of Pittsburgh, to propose to the people of Shippensburg to open an office for their use, provided they would subscribe the sum of five hundred dollars to secure it. This sum could not be obtained, and, on reference to me, two hundred and fifty dollars were accepted and paid for that object. My purpose in doing this was to provide for the payment of the poles. Mr. Brooks knew the arrangement so well, that he claimed the credit of having made it himself, and for the object as contemplated by me, but assigning as his reason, that he wished to screen me from the censure of the Board for making so large a purchase.

In the meantime, I went South, leaving the matter in Mr. Duncan's hands, who made final arrangements for the payment of the poles, for the delay of which a bonus of twenty dollars was to be granted.

#### MR. DUNCAN'S STATEMENT.

TO MESSRS. ROBINETT, WILSON, AND BERRYHILL,  
*Committee, &c.*

This certifies, that under orders from James D. Reid, Esq., Superintendent of your Company, I opened an office in the fall of 1852, at Shippensburg, after the payment to me of two hundred and fifty dollars, as agreed upon between J. Bomberger, of that place, and myself, and approved of by Mr. Reid, as the consideration therefor. I further certify, that on the receipt of the money, I paid therefrom to Mr.

Kimmel, of Shippensburg, with whom Mr. David Brooks had made a contract for poles, and which lay at Shippensburg, unpaid for, the sum of two hundred dollars on account of said contract. That I paid the further sum therefrom of fifty dollars for machinery, &c., purchased by me for the Shippensburg office, from Clark & Co. and others, of Philadelphia and Shippensburg.

It having been stated to me that the whole or a part of this money was received by Mr. Reid, I hereby deny the same, the whole amount having been received by me, and used in the manner I have before stated.

Witness my hand and seal, at Pittsburgh, this 23d day of October, 1854.

JACKSON DUNCAN.

*City of Pittsburgh, ss.*

Personally appeared before me, an Alderman in and for said city, JACKSON DUNCAN, who being duly sworn, does depose and say, that the foregoing is a just and true statement, and correct account of money received and expended, at the times and places, and for the purposes set forth.

JACKSON DUNCAN.

Sworn &c., this 23d day of October, A. D. 1854.

THOMAS STEELE, *Alderman.*

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STATEMENT OF J. BOMBERGER, ESQ.

*Shippensburg, Oct. 25, 1854.*

TO THE PRESIDENT OF THE ATLANTIC AND OHIO TELEGRAPH COMPANY.

Dear Sir : I will endeavor to comply with your request of this date, respecting the opening of the Telegraph Office in this place.

On the 1st of December, 1852, Mr. Jackson Duncan

opened an office for me in this place, for which I paid him the sum of two hundred and fifty dollars, being the amount in full, for opening the said office. The following is a correct copy of the receipt which I hold from Mr. Duncan.

*“ Shippensburg, Dec. 2, 1852.*

“ Received from J. Bomberger the sum of two hundred and fifty dollars in full, for opening 'Telegraph Office in Shippensburg.  
JACKSON DUNCAN.”

Very respectfully yours,

J. BOMBERGER.

I can prove, if necessary, that at the time this transaction took place, Mr. Brooks was in Shippensburg, and occupied the same bedroom with Mr. Duncan, and knew how the money was appropriated. I have the evidence of Clark & Son, of Philadelphia, also, that Mr. Duncan paid the money to them for machinery, in the presence of, and accompanied by, Mr. Brooks.

I exhibit also the accounts of the Company, showing the items of the contract for poles contracted for by Mr. Brooks, with items of machinery, labor, &c., amounting in all to - - - - - \$776.16.

Cash paid by the Atlantic and

Ohio Telegraph Company, Nov. 16, 1852, - \$200.00

“ “ “ Mar. 28, 1853, - 200.00

“ “ “ Sep. 9, 1853, - 126.16

Subscription at Shippensburg, - - - 250.00——\$776.16

It is difficult to conceive how such an accusation could be brought against me, unless its intention was to effect a temporary and injurious purpose.

To the FOURTH CHARGE, that I sold the machinery of your Company to the State rail road officers, without accounting for the same, I answer :

There are only two offices opened for the convenience of the State officers, one at West Philadelphia, and one at Parkesburg.

In opening the first it was necessary to build over half a mile of new line with two wires from the Fairmount Bridge, the actual cost of which can be shown at any time by your Treasurer, who ordered the work done, as also for the opening of the office at Parkesburg. The bill presented to the Commonwealth, was as follows :

COMMONWEALTH OF PENNSYLVANIA,

*To Atlantic and Ohio Telegraph Co.*

Dec. 1, 1851.

To two instruments and fixtures for Telegraph  
Offices, one at West Philadelphia and one at  
Parkesburg, together with wire and poles, and  
setting same, from Fairmount Bridge to the  
West Philadelphia Office,        -        -        -        -        \$200.00

Received September 22d, 1852, of Joseph B. Baker,  
Superintendent of the Columbia and Philadelphia Railway,  
the above sum of two hundred dollars in full.

A. B. CUMMINGS,

*For A. & O. Telegraph Co.*

I certify the within to be a true copy of bill as paid to A. B. Cummings by the Commonwealth, per voucher 103, filed in Auditor General's Office, Harrisburg, by J. B. Baker, Superintendent.

Settlement at Harrisburg, November 16th, 1852. Motive  
Power account.

C. C. IHLING, *Clerk,*

*For J. B. BAKER, Superintendent.*

I have not seen the distinct items composing the cost, but distinctly deny that the machinery of this Company was sold for either of these offices, or that I had any agency in the arrangements for opening them.

To the FIFTH CHARGE, that I sold the machinery of this Company to the Pennsylvania Rail Road Company, I reply :

The only machinery belonging to your Company used for such purpose was a register, porous cups, &c., for the rail road office at Mifflin, which was opened in March, 1851, by Mr. Brooks, and for the amount of which due credit will be found in my Superintendent's report for that month.

The charge made by me against the Pennsylvania Rail Road Company was seventy-five dollars, which was intended to cover all expenses attending the opening of the office, expenses of Mr. Brooks, and cost of machinery. The usual charge for such service is one hundred dollars.

The only other instruments provided by me, and which Mr. Brooks supposes, I presume, was your property, was a set derived by me, as an agent of the New Orleans and Ohio Telegraph Company, from the Hon. Amos Kendall, when the office of that company was closed by agreement at New York. The machinery was almost entirely new, of excellent workmanship, and equal to any now in use. This machinery was intended, after being put in the best order, for Altoona, but, without my knowledge, was exchanged *in transitu* at Harrisburg, and inferior machinery sent in its place.

The other offices opened for the Pennsylvania Rail Road Company at that period were opened and provided under the directions of Mr. Jackson Duncan. I exhibit to you a full statement respecting all the work done by that gentleman, which, with full explanation as to the charges, I shall duly report to the Board of the Pennsylvania Rail Road Company, if desired.

This charge, connected with an accusation of extortion by

me, from the Pennsylvania Rail Road Company, by Mr. Brooks, has been used to my disparagement with the rail road company, which I regret, chiefly; from the possible injury to the good will which is necessary to the comfortable intercourse of parties so related as you and that company are. The charge will appear strange when it is known that I paid Mr. Brooks \$233.00 from my own income to attend to duties similar to the opening of the Mifflin office, three times as much as any imaginable profit can be shown from Mr. Duncan's arrangements, even assuming that the profits therefor accrued to me.

# MR. BROOKS' ACCOUNT FOR PRIVATE SERVICES.

J. D. REID,

*To David Brooks,*

*Dr.*

Twenty-five dollars per month, as per letter dated Louisville, Jan. 6, 1852, from his salary, Jan. 1, 1852, to May, 1852, four months, - -	\$100.00
As per letter dated New York, May 1, 1852, to Jan. 1, 1853, on which I was to draw two hundred from his private salary, eight months, at \$16.66, - - - - -	133.33
	<hr/>
	\$233.33

Received payment,

D. BROOKS.

*Philadelphia, Feb. 1, 1853.*

It comes also with a bad grace from Mr. Brooks, who caused the rejection of an account of mine, for office wire, from the reports of the line during my absence, but which he has used himself in opening the offices of the rail road company, without liberty from its owner or the offer of payment.

One charge of \$100.00 for machinery purchased for the Mountain House, I disapproved of as improperly large, and only acquiesced in it, and to two other charges of \$75.00

each for a like purpose, as intended, by the profit thereon, to cover in part the destruction of a large reel of wire, by the carelessness of a rail road agent, which caused a loss of nearly two hundred dollars, as is well known, and of which the Superintendent of the railroad company, Mr. Houpt, was duly informed.

This loss Mr. Brooks has stated was restored to me at Philadelphia; but in this he utters an additional falsehood, no part of it having ever been paid to me, or to any one on my account.

You will find a credit in the accounts of the company for the material used in opening the rail road office at Altoona.

The only profits I can find in connection with the opening of five offices, and the section of several miles of line with four wires, at a season of the year so inclement as to seriously injure two of the men engaged in it, after a careful investigation of the statement kindly furnished me by Mr. Davis, chief clerk of the Pennsylvania Rail Road Company, and applying thereto the ordinary cost of articles, is \$89.00. This was no work done by your company, or properly appearing in your accounts, no more than Mr. Brooks' accounts at Vera Cruz, or the salary of \$233.00 I paid him from my own means, thus recompensed by baseness almost too vile for belief, but done chiefly by one, not connected with you, under the engagement and pay of the Superintendent of the Pennsylvania Rail Road, and partly by Mr. Brooks, under my own ill-requited means. Even that inconsiderable profit would not have been charged, had it not been that Mr. Duncan supposed the rail road company willing to permit such a remuneration, and because of the loss of the wire referred to.

The accusation in itself is a base falsehood.

To the SIXTH CHARGE, that I permitted items connected with a contract made with me, payable in stock of the Company, for building the line from Lewistown to Hollidaysburg, to be paid by the Company, I answer :

The nature of this arrangement is wholly misunderstood. It



must be evident to all familiar with the operation of companies conducted on principles of official responsibility and integrity, that no arrangement could be made between two officers for the prosecution of a work involving profit such as forms the usual consideration of a contract. Officers so acting, would at once throw themselves liable to the suspicion of interested collusion, and supersede their proper responsibility to the company, by what, to the public, must appear an interested partnership and responsibility to each other.

Although, therefore, the term "contract" has been applied to the work now referred to, it was merely a *limit* imposed by the President which I agreed to respect, and to which I did my utmost to conform.

The statement that I made a contract, the consideration of which was payable to me in the stock of the Company, is utterly without foundation. It was not even proposed that I should have to procure the means of construction, by the sale of stock. It was presumed that no difficulty would be found in having all the stock taken along the road, and that money would be always ready when needed.

The section between Lewistown and Huntingdon was given to Mr. John H. Reed, of Chambersburg, and Mr. John Campbell, of Carlisle, who purchased all the poles, and performed, or employed, all the labor necessary to complete the work. Not a dollar connected with that section has been charged to the Company, properly embraced within the settlement made by them. Neither was any portion of the wire or insulators, or machinery there used, ever paid by you.

*Chambersburg, Nov. 1, 1854.*

TO WHOM IT MAY CONCERN:

The line of Telegraph between Lewistown and Huntingdon, was built by John Campbell and myself, under contract with James D. Reid, Superintendent of the A.

& O. Telegraph Co. We received full payment therefor, and paid all debts incurred by us, connected with that work, of which we had any knowledge. On account of the severity of the weather, the rocky character of the ground, scarcity of money, and difficulty in getting poles, we lost by our contract much of our time, but left no debts which we did not then, or have not since, personally paid.

JOHN H. REED.

Of the difficulty in forwarding that work, Mr. Brooks was well aware. It was done during a severe winter, over ground so rocky that holes could not have been dug without blasting, and without the provision of means expected. He knows, too, that I was forced to make arrangements for the sale of stock at a per centage, by which Capt. Parmenter and others made the only money which that work inured to any one. And had he been anxious to have learned how much my own profits were, I could have shown him that rather than materially disappoint the wishes of the President, I bore not only this per centage myself, but bore the loss of a large reel of wire which cost me \$195, in a personal settlement with the Messrs. Townsend, of New Jersey, destroyed by being thrown from a car down a high embankment into the canal. These were my revenues.

Mr. Samnel A. Cook built the remaining twenty-eight miles, and for which I have his accounts in full. At the time of settlement he provided me with a list of the debts unpaid, to pay which I provided him with the money. That settlement I supposed closed the work.

In August, 1853, however, Mr. Brooks being then in full cry for the Superintendency, Mr. Cook, having been offended at an order supposed to emanate from me, by which he could no longer travel free on the rail road, became a willing instrument to aid my defamation. Accordingly he wrote, evidently

under the dictation of another, and referring to Mr. Brooks as his companion and prompter, a letter to Mr. Robinett, a gentleman unknown to him, who had made no inquiries of him justifying such a freedom, stating:

1. That I had told him of a contract for building the line in question at \$60 per mile, out of which I wanted to make money!

2. That his salary was \$1.50 per day.

3. That the line worked badly when finished.

4. That it was re-insulated at the Company's expense.

The only item in this document worthy of attention is the last. I believe it true that the insulation of that section of the line was overhauled, and either in part or wholly renewed. This having been done some time after the construction accounts had all been closed and audited, was done at the Company's expense. There was nothing in the nature of the work, or its attendant circumstances or its absolute necessity, which seemed to impose on my own mind a duty to pay it from my own means. And there is nothing in its cost which should induce any anxiety to avoid such a responsibility, or the Company to be now irritated by it.

If there are any bills connected with the work limited by the President, improperly introduced into subsequent accounts, and which the Board deems properly payable by me, I shall be glad to know them.

Considering that during the progress of all of this work I was absent in the extreme South, it would not be surprising if some irregularities had crept into the accounts which the keen eye of Mr. Brooks might detect, and use under circumstances like the present. I only ask that they be made known to me. I solemnly deny knowingly permitting their introduction into your accounts, if such in reality has been done.

To the SEVENTH CHARGE, that I have appropriated money derived from the Press of Pittsburgh, for the transmission of despatches over your line, to my own use, I answer :

This accusation refers to an arrangement in which I took no part, and which was the subject of examination by Messrs. Robinett and Brooks, before I became aware of the circumstances in the case. It has also been a subject of correspondence between Mr. Robinett and the late President, with the result of which, so far as I am concerned, there exists, I am told, entire satisfaction.

In securing an office for your Company in New York, we were placed by circumstances so peculiar, that a bonus of five hundred dollars had to be paid before possession could be obtained. That bonus I paid myself. The expenses at New York had been so large that I bore this unexpected addition to them, rather than expose the Company to a fresh burden. The following is the receipt therefor :

“Received, New York, April 17, 1852, from James D. Reid, five hundred dollars, for my lease of office, No. 2, Wall street, for five years, exclusive of any rent on my part.”

\$500.

A. JOHNSON & CO.”

Mr. Duncan, the Superintendent of the P. C. & L. Telegraph Company, knowing this, determined that the amount should be restored to me, and for this purpose directed the collections from the Press of Pittsburgh to be laid aside until the amount, less one hundred dollars, derived from the re-lease of the office, was restored to me. Thus the amount was gradually made up, was borne in part by both Companies, and the money used for my benefit.

When, in May last, I returned from the South, all this had been done, and investigated, and without the slightest agency

of mine in the matter. The correctness of the motive in doing so, will not be doubted by any one acquainted with Mr. Duncan, while the mode, only, is irregular and incorrect. It was an act dictated by the heart of a generous minded man, unknown to me, and for a correct purpose, but for the restoration of an amount which I had discharged from my thoughts, and never intended to apply for. If the Board desire an investigation of the number of such acts perpetrated by me in my anxiety for the lines' success, I shall try and refresh my memory and present my account. At no time could such a settlement be more acceptable to me than now, when the rivers are dry, and the tinkle of gold so seldom heard.

I have thus given all the explanation of which I am capable, and to which I invite your official scrutiny. My letter books, public and private, are at your service. I will either swear or affirm. Every avenue of proof which I know of, or Mr. Brooks can surmise, or you may suggest, and which I may be able to open, you may order at your discretion.

My confidential correspondence being in Mr. Brooks' care, placed there by the executors of the late Dr. Pettit, and having been circulated and read by him to various gentlemen in Harrisburg and Philadelphia, he will no doubt entrust to your care and perusal.

I have only to say, in conclusion, that I shall not consent to retain my present position if there continue suspicion of my integrity: there being nothing in its emoluments or prospects of a pecuniary character to make it desirable. It will, therefore, do me serious injury if you seek to palliate, from any motive, any act you deem wrong, much preferring, as I will, your direct censure to the concealment of any doubt or dissatisfaction, even from the kindest motives.

JAMES D. REID.

## JACKSON DUNCAN'S LETTER.

*Pittsburgh, Nov. 1. 1854.*

J. D. REID, Esq.

Dear Sir : I distinctly deny having ever given to Mr. Brooks, or any one else, any of your letters to me, except one in December, 1852. That letter was in reply to one of mine pleading with you to appoint Mr. Brooks to his old position in the Philadelphia office. This letter I received on the morning I left for Steubenville, where Mr. Brooks was. When I met him, I told him I had good news for him, reading him the part of the letter referring to his appointment.

We roomed together there, and at Shippensburg, when I went to get the subscription and pay for the poles ; and at some other places. I know of no other way of his having access to these letters of yours to me in his possession, but by pilfering my pockets. I have only to say that they are not properly in any man's hands but my own.

Yours, respectfully,

JACKSON DUNCAN.

## REPORT OF THE COMMITTEE.

*To the Board of Directors of the A. & O. Telegraph Co.*

The Committee appointed to investigate the charges preferred by David Brooks, the late Superintendent, against J. D. Reid, the present Superintendent, respectfully report:

That after conference with Mr. Brooks, a meeting, with his approbation was appointed, as appears by the despatches herewith submitted.

Before the arrival of the time designated for meeting, the following letter was received from Mr. Brooks :

*Harrisburg, Nov. 4, 1854.*

MESSRS. ROBINETT, WILSON, AND BERRYHILL, Com. &c.

Gentlemen : I decline appearing before you in support of the charges preferred against the former Superintendent, and in doing so will briefly state my reasons.

A committee was appointed at the last annual Stockholders' meeting to investigate matters contained in my report as Superintendent of the A. & O. Telegraph Co. Before this committee, certain information was given *by others* which led to some of the charges specified, for which I did not consider myself responsible. I called upon Mr. Heaton immediately prior to the report of the committee, and he agreed with me that the charges appended to their report should be dropped. I was surprised when I found them presented in my name, never having contemplated that I should be named as one presenting charges for a formal investigation.

Under such circumstances I respectfully decline appearing.

Yours, &c.

DAVID BROOKS.

Mr. Brooks having thus declined appearing in support of the charges, and this fact being made known to Mr. Reid, he appeared voluntarily before the Committee, and made a clear and satisfactory defence to each of the accusations, in the order specified. It is true that when Mr. Brooks abandoned the charges, so far as your Committee was concerned, Mr. Reid was left without accusation ; but these having been extensively circulated, privately and publicly, he deemed his character involved, and asked, as he was justly entitled, an opportunity of vindication.

Your Committee are happy to report that they considered this vindication complete, and that they have unimpaired confidence in the integrity and ability of Mr. Reid, and believe that he has invariably discharged his duties as Superintendent with fidelity to the Company.

All of which is respectfully submitted.

J. H. BERRYHILL,  
ALLIN ROBINETT,  
A. C. WILSON,

*Committee.*









